

## **Exhibit 2**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

IN RE: . Chapter 11  
. .  
SPORTS AUTHORITY HOLDINGS, . Case No. 16-10527 (MFW)  
INC., et al, . Courtroom No. 4  
. 824 Market Street  
. Wilmington, Delaware 19801  
Debtors. . Tuesday, April 26, 2016  
. . . . .

TRANSCRIPT OF HEARING  
BEFORE THE HONORABLE MARY F. WALRATH  
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtors: Michael R. Nestor, Esq.  
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(Appearances Continued)

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1 for the GOB leases. But there's no commitment to allow that  
2 payment to be made. And I assume that the lenders are going to  
3 retain a security interest in that cash escrow agreement. Even  
4 if they don't, that's clearly insufficient.

5 The debtor is correct under Montgomery Ward, you don't  
6 have to pay the stub rent on the first day of the case. But in  
7 a case where the landlords and other administrative claims are  
8 clearly not budgeted or being paid while the landlord -- excuse  
9 me, while the secured lenders' collateral is being liquidated  
10 and their secured claim is being paid, I have a serious problem  
11 with that.

12 I think the fix is no 506(c) waiver for anybody. And  
13 to the extent that administrative claims are not paid at the  
14 end of this case, there will be a claim against the lenders for  
15 those costs under 506(c) to the extent they were necessary for  
16 the preservation or realization of their collateral.

17 With respect to the DIP fees and interest, I accept  
18 the debtors' testimony that the interest and other fees are  
19 simply what were otherwise due to the lenders under the pre-  
20 petition claims with the exception of the one six-million-  
21 dollar fee. I am not as outraged by that as the committee is,  
22 and I don't think that that was unreasonable because I can't  
23 look at it in hindsight. I have to look at it from the  
24 debtors' perspective at the day they entered into this DIP  
25 loan, and given the terms and the amount, I'm not -- my